



Geoffrey P. Deans

45 E. City Line Ave. #345
Bala Cynwyd, PA 19004
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SPINN # 143020516

01-10-06

E-RATE INTERNAL CONNECTIONS (LAN SUPPORT CONTRACT)

E-rate eligible equipment covered by contract

4 Servers (DHCP, DNS, E-Mail & Web Server)
5 Wireless Access points
4 Switches
1 Router & CSU/DSU
1 Firewall

The LAN Support Agreement covers.

Network Maintenance

Update IOS in the Cisco equipment
Reconfigure Network Address Translation and change port mapping in the router
Install Service Packs on Servers
Perform mail Database maintenance on Exchange Servers
Install Exchange related Service Packs
Reconfigure or update DNS and DHCP settings
Resolve any hardware problems on the covered equipment
Resolve any MS Windows related problems on Servers
Help maintain proper backup operations and resolve issues relating to that software and hardware

Server Maintenance

Review system, console, backup, antivirus and service logs for any problems and troubleshoot them.
Rotate log files and make sure periodic maintenance scripts are used.
Installing minor Server OS and security updates, testing for compatibility
Installing major Server OS updates, testing for compatibility
Updating Backup and Antivirus software
Adding or removing users and groups as necessary
Adjusting sharepoints and permissions based on feedback or user needs.
Adjusting preferences or application access to users based on needs - testing for compatibility (WorkgroupManager)
Monitoring disk space and archiving files as needed.



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This Contract is for the ~~Funding Year 07-01-2006 - 06-30-2007~~, at a rate of \$85.00 per hr. for 225 hrs. With a total cost of \$19125.00.

Harambee's portion of the above contract based on 90% funding by E-rate is \$1912.50

FRN

#1406340

- This contract is based on the funding commitment from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The commitment made here is contingent on the school entity being approved for funding by the receipt of a Funding Commitment Decision Letter from the USAC for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would then be null and void.
- Geoffrey Deans certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and Geoffrey Deans would assume any costs of collection."

HARAMBEE INSTITUTE CHARTER SCHOOL

c/o ALEMAR Consulting, Inc.
442 Lyndhurst Drive
Broomall, PA 19008-4146

Form 470 # 370050000568963

Signature: *Geoffrey P. Deans* Date: 01-05-2006

Signature: *John D. Skuf* Date: 1/23/06

1593⁷⁵/mo.

#1

TELEPHONE SERVICES REQUESTED

▪ Regular and Long Distance Telephone service

Contract with SNIIP is three year, unless eRate funding for Charter School is deemed unavailable.

SNIIP will deliver multiple (2) T-1s with 15 channels reserved for voice and 32 channels (2MB) for Internet access. All require equipment to deliver as a converged service included

Carrier Access: Model Adit 600 (router, channel bank, DSU/CSU) with battery back up module

- 24/7/365 technical support
- No installation fees
- Complete turnkey solution
- Long standing working relationship with Charter Schools
- Web site hosting
- Email addresses

SNIIP will provide local/local toll and long distance services utilizing the following rates:

#1

Local/Local toll: \$0.0135 per min. (all calls in the 125,610,267,484) area codes
 SNIIP OnNet: \$0.030 per min. (all calls made to entire state of NJ and De)
 Long Distance: \$0.030 per min. (all other area codes throughout the United States)

FRN
#1406262

#2

Monthly Recurring price: \$954.00 per month
 (2 T-1s 15 PHONE LINES AND 2MB OF INTERNET ACCESS)

FRN
#1406266

(Attachment/contact Section)

SNiP BUSINESS AGREEMENTS FOR CHARTER SCHOOL



Business Service Contract

✓ Purchase Order Required
PO# _____

Salesperson L CIRUCCI

For Internal Use Only

CO Type _____

CID # _____

BX Contract SID # _____

1. Business Service Contract Information:

Company Name HARAMBEE INSTITUTE CHARTER SCHOOL

Agreement Date 1/17/2006

2. Company Address:

Street Address 638-640 N. 66TH STREET

City PHILADELPHIA

St. PA

Zip 19151

3. Customer Contract Administrator:

Name / Title / Department _____

Phone _____

Ext _____

Fax _____

Pager / Cell _____

E-Mail Address _____

4. Term Commitment:

a. The term of this Agreement ("Term") is the time period indicated below, commencing on SNIP's acceptance and implementation of this agreement.

b. Term (in months) 36

_____ Please Initial Here

5. SNIP Contributory Voice Services:

a. Customer subscribes to the SNIP Contributory Voice Services selected below

b. Contributory Dedicated Voice Services:

☒ Local

☒ Local Toll

☒ Long Distance/International

☐ Toll Free

c. Contributory Switched Voice Services:

☐ Local Toll

☐ Long Distance/International

☐ Toll Free

6. Anytime-USA+ Preferred International:

a. The SNIP Anytime-USA+ calling plan provides even more competitive international rates than our normal calling plan. There is a Monthly recurring Charge of \$9.95 for Anytime-USA+. Please check below if you wish to purchase the Anytime-USA+ calling plan.

☐ Anytime-USA+ Preferred International Calling Plan

7. Minimum Monthly Usage Commitment:

a. During the Term, Customer agrees to purchase at least the amount stated below of Contributory Voice Services Usage Charges per Month.

b. Minimum Monthly Usage Commitment: \$0

_____ Please Initial Here

8. Effective per Minute Rate Schedule:

a. ☒ Global Discount ☒ Fractured Discount

Type of Voice Service*		Dedicated Rates			Switched Rates		
		Tariff	Discount	Effective	Tariff	Discount	Effective
Local		0.018	25.0%	0.014	n/a	0.0%	n/a
Local Toll		0.018	25.0%	0.014	0.067	0.0%	0.067
Long Distance	Interstate	0.050	40.0%	0.030	0.067	0.0%	0.067
	Intrastate	0.050	25.0%	0.038	0.089	0.0%	0.089
	Inter/Intra OnNet	0.040	25.0%	0.030	0.067	0.0%	0.067
	International	See http://my.snip.net/InternationalRates/					
Toll Free		0.060	0.0%	0.060	0.067	0.0%	0.067

* Interstate and Intrastate LD Switched rates apply to the 48 contiguous United States

Inter/Intra OnNet is defined as calls originating and terminating in LATAs 220,222,224,228

Est. Monthly Dedicated		Est. Monthly Switched	
Minutes	Cost	Minutes	Cost
	\$0		n/a
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
0	\$0	0	\$0

9. Financial Information:

_____ Please Initial Here

a. Form of Pre-Payment: ☐ Check or Money Order is enclosed ☐ Check or Money Order will be sent ☐ Use Credit Card # _____

b. ☐ Our D&B Number is: _____

☐ We do not have a D&B Number. See attached DBX Credit Reference Form.

c. ☐ Federal Tax Exempt

Federal Tax ID Number _____

(Attach copy of Exemption form)

d. ☐ State Tax Exempt

State Tax ID Number _____

(Attach copy of Exemption form)

e. ☐ E-rate Supplemental

Bill Entry Application # _____

10. General Terms and Provisions:

a. By affixing my signature and initials, I confirm that I have read and understand the terms and conditions of this SNIP Business Service Contract and of the associated SNIP Business Service Agreement.

Signature _____

Date 4/23/06

SoftCircuits Bus Sales Manager 1-17-06

SNiP Business Service Agreement (BXA)

Customer Agreement

This Business Service Agreement (BXA) (together with the other documents referenced herein, the "Agreement") is entered into effective as of _____ (the "Agreement Date") between the undersigned customer (whether capitalized or not, "You", "Your" or "Customer") and SNiP LiNK, L.L.C., a New Jersey limited Liability company, and any other affiliate providing all or part of the Services (as defined below) under this Agreement (whether capitalized or not, "SNiP", "Us", "Our" or "We"). This Agreement consists solely of the following parts: (1) this Customer Agreement, (2) the SNiP General Terms and Conditions; (3) any applicable Tariffs (as defined below); and (4) any SNiP Service Contract, SNiP Service Order Forms and/or Service attachments ("Order Forms(s)") in effect from time to time. Under this Agreement, SNiP agrees to offer, and Customer agrees to purchase the Services identified in the applicable Order Forms listed below:

- Business Service Contract
- DBX Facility Order Form(s); for Dedicated Voice and Internet Services
- SBV Facility Order Form(s); for Switched Voice Services
- DBC Facility Order Form(s); for Colocation Services
- DBA Facility Order Form(s); for Hosted Application Services

CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE ORDER FORMS AND ALL OTHER ATTACHED DOCUMENTS). THE PERSON, WHOSE SIGNATURE APPEARS BELOW, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER. ACCEPTANCE OF CUSTOMER'S ORDER FORMS AND DELIVERY OF SERVICE SHALL INDICATE SNIP'S ACCEPTANCE OF THIS AGREEMENT.

Customer:

SNiP LiNK, L.L.C.

Customer Name

Street Address

100-A Twinbridge Drive

City, State, Zip

Pennsauken, NJ 08110

Authorized Signature

Date

Authorized Signature

Type or Print Name, Title

Type or Print Name, Title

SNiP Business Service Agreement (BXA)

General Terms and Conditions govern the provision of SNiP's Services

1. Definitions: Capitalized terms shall have the following meanings and/or the meanings provided elsewhere in the Agreement.
- 1.1 "Affiliate" means an entity which directly or indirectly controls, is controlled by, or is under common control with the party, where "Control" means common management, or direct or indirect ownership of more than fifty percent (50%) of the voting equity of the party.
- 1.2 "Agreement" means the Customer Agreement, these General Terms and Conditions, any Order Forms or exhibits, and any other documents referenced herein and incorporated by reference.
- 1.3 "Contributory Integrated Services" means any SNiP local, local toll, long distance, calling card, toll free, or international services offered or made available by SNiP under this Agreement, to which Customer subscribes during the Term.
- 1.4 "Contributory Service Usage Charges" means all usage charges associated with any of the SNiP Contributory Integrated Services, calculated prior to the application of any discounts, excluding all Taxes or Additional Charges, charges associated with special features, Equipment (whether rental or purchase), directory assistance, operator services and any other access charges (including, but not limited to, carrier universal service charges and pre-subscribed line charges), installation, activation, maintenance, nonrecurring charges, issued credits, uncollectible Customer charges, pass-through charges, and any other charges expressly excluded in the applicable Order Forms.
- 1.5 "Customer" or "You" means the person or company subscribing to our Services and with whom we have entered into this Agreement. This includes a person or entity we reasonably believe is acting with the authority or knowledge of the person or entity whose name is on the account.
- 1.6 "Customer Content" means all text, words, names, likenesses, trademarks, logos, artwork, graphics, video, audio, HTML coding, domain names, image maps, links, software applications, information, communications, or other content of Customer that reside on any SNiP Equipment or is transmitted by or through Customer using one or more of SNiP's Services.
- 1.7 "Customer Equipment" means any equipment, software or other facilities provided by Customer.
- 1.8 "DSL" means digital subscriber line service.
- 1.9 "Default" means (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or deposit or to provide any payment assurance required herein when due, (iii) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law or SNiP's usage policies); (iv) either party's failure to perform or observe any material term or condition of this Agreement (other than payment terms) and such failure remains uncured for more than thirty (30) days from the date of the other party's written notice, or (v) either party becomes insolvent.
- 1.10 "Equipment" means any equipment, hardware, routers or other facilities provided by SNiP in connection with any SNiP Service.
- 1.11 "Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment or security obligations) beyond the reasonable control of a party, including, without limitation, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.
- 1.12 "Initial Term" means the period of time that this Agreement is in effect as described below.
- 1.13 "Internet Service(s)" means any Internet Service offered by or through SNiP (or its affiliates) from time to time, or connectivity to the Internet (e.g., T1, DSL, SDSL, ISDN or Dial-UP Access) and related services (e.g. domain name registration and email accounts) as shall be identified on SNiP's Dedicated Business Order Form.
- 1.14 "Insolvent" means the occurrence of any of the following events, whereby either party: (i) becomes or is declared insolvent or bankrupt, (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, (iii) makes an assignment for the benefit of all or substantially all of its creditors, or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.
- 1.15 "Policy" or "Policies" means such policies as SNiP may put in place and be modified from time to time, including but not limited to the SNiP Net Abuse Policy, currently set forth at <http://www.SNiP.net>.
- 1.16 "Renewal Term" means any period of time following the Initial Term as described below.
- 1.17 "Service(s)" means, as the case may be, telecommunications services and/or Internet Services ordered by you using a SNiP Order Form and accepted by us, as well as any Equipment, facilities, programming or software, and bandwidth we provide. SNiP's Services do not include any special access circuits or other services required for the use of the SNiP's Services, unless specifically identified as an obligation of SNiP on any Order Form.
- 1.18 "Specifications" means the SNiP technical and/or performance standards set forth in any applicable SNiP Tariff and Product Literature.
- 1.19 "Service Term" shall mean the term of any Service as set forth in the Business Service Contract.
- 1.20 "Tariff(s)" means any tariff filed by SNiP (or its affiliates) with the Federal Communications Commission or any other regulatory institution. If any Service offered by SNiP under a Tariff is or becomes delisted at any time during the Term, references herein to SNiP's Tariffs shall be construed to be references to any Service Guide (herein so called) that replaces the Tariff, as such Service Guide may be revised from time to time by SNiP.
- 1.21 "Taxes and Additional Charges" means any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other tax-related surcharges, chargeable to or against SNiP because of any Service provided to Customer, including any charges mandated or imposed on SNiP by regulatory agencies or others.
- 1.22 "Term" means any Initial Term or a Renewal Term.
- 1.23 "Usage Commitment" means the minimum monthly usage commitment set forth in the Business Service Contract.
- 1.24 Other terms used herein shall have the meanings ascribed herein, or in any documents referenced herein.
2. SNiP Responsibilities. SNiP agrees to provide the Services and/or the SNiP Internet Services as ordered by you and related Equipment necessary for implementing those Services as set forth herein. SNiP may substitute such items so long as there is no materially adverse change in functionality. SNiP shall not be responsible for cabling to connect equipment not provided by SNiP-to-SNiP Services or any inside wiring necessary for the proper installation of the equipment. SNiP may subcontract to third parties for the Services provided to You, but such subcontracting shall not relieve SNiP of its obligations hereunder.
3. SNiP Delivery/Internet Services
- 3.1 Loop / Port Service Family. SNiP does not provide Equipment to the Customer under a Loop/Port Delivery/Internet Service. Customer agrees to provide its own technical support to integrate Customer-provided equipment to the SNiP connection. SNiP will not provide on-site technical support. SNiP can provide technical or integration support at its then current rates and charges. Customer will make software or firmware upgrades it deems necessary for Equipment to provide Service (at no direct cost for the license or other rights).
- 3.2 Ready Service Family. Upon selection of this Delivery/Internet Service Family, SNiP's Equipment will be installed and maintained by SNiP (or SNiP's subcontractors).
- 3.3 Customer warrants and agrees that its use of SNiP's Delivery/Internet Services will be primarily for business purposes by Customer, its wholly owned affiliates, staff or consultants performing work for Customer. Any third party traffic is prohibited; except Customer may host world wide web sites on its own behalf, but may not send any posting (including e-mail) from that third party back to SNiP's Network or the Internet through the Services. SNiP's Internet Services are not provided for use by Customer to in turn provide or resell Internet access to any other party. Any attempt to provide or resell Internet access without the express written consent of SNiP is in violation of this Agreement and may result in immediate termination of the Internet Services without notice or refund. Customer may Upgrade a SNiP-provided Internet Service at any time during the Service Term by agreeing to pay any and all fees and charges associated with the Upgrade. As used herein, an "Upgrade" means an increase of Internet Bandwidth or a change in the mix of Services provided by SNiP within the same Service Family. Customer may arrange to transfer an Internet Service to a different service location.

SNiP Business Service Agreement (BXA)

by paying a \$500 transfer fee and executing a new Order Form having a new Service Term equal to or greater than the prior Service Term for the transferred Service.

4. **Term:** The "Initial Term" (herein so called) of this Agreement shall commence as of the Agreement Date and continue for twelve (12) months, unless specified otherwise in the attached Business Service Contract. Unless terminated by either party as provided below, this Agreement will automatically renew after the Initial Term for an additional one (1) year renewal term (the "Renewal Term"), and following the initial Renewal Term, the term of this Agreement will continue on a month-to-month basis (each a "Renewal Term"), unless in either case, either party gives written notice of termination at least thirty (30) days prior to the end of the then current Term. Customer agrees to pay a 15% surcharge on all Delivery/Internet Services during the month-to-month basis Renew Term. As used herein, "Term" refers to the Initial Term and any Renewal Term. Notwithstanding the foregoing, the Business Service Contract may set forth a Service Term for the relevant Service that differs for the Term of this Agreement. Unless set forth otherwise in the Business Service Contract, the minimum Service Term for each Service shall be twelve (12) months. If any Service Term extends beyond the Term of this Agreement, the delivery and use of the Service will continue to be governed by the terms of this Agreement.

5. **Termination, Default:** Either party may terminate this Agreement upon: (i) written notice to the other party provided thirty (30) days prior to the end of the then current Initial Term or Renewal Term, or (ii) upon any Default not cured within the applicable cure period. Those Sections that by their nature survive termination or expiration of this Agreement, including those Sections entitled Customer Obligations, No Warranties, Usage Indemnity, Limitation of Liability, Use of Software, and Miscellaneous, shall survive termination or expiration of the Agreement irrespective of the reason for termination.

6 Effects of Termination:

6.1 In addition to any legal or equitable remedies available to SNiP, in the event of any termination of the Agreement prior to the end of the Initial Term (or an Initial Service Term), you shall pay to us a termination charge equal to the greater of: (i) one hundred percent (100%) of the monthly Service charge for each Service, or any unmet Usage Commitment remaining for the unexpired portion of the Initial Term; and (ii) fifty percent (50%) of the monthly base price for each Service terminated for each month remaining in any Renewal Term, if the event of termination occurs in a Renewal Term. Failure to provide both written notice and the payment of the termination charges will not terminate this Agreement and you will continue to be responsible for all payments for the Usage Commitment for the Services until such time when both requirements have been met. You will not be liable for termination charges for Services if: (i) the terminated Service is replaced with a new Service with an equal or greater value than the sum of the balance of the original Service, excluding local Tariff monthly recurring charges, or (ii) the termination is by reason of a SNiP Default that is not cured within any applicable cure period.

6.2 We reserve the right to suspend or discontinue the Service without notice, written or otherwise: (i) anytime we have the right to terminate the Agreement, including upon any Customer Default; (ii) whenever required to protect our network or facilities; (iii) whenever the Service is used for illegal purposes or otherwise in violation of our usage policies as currently set forth on our Web site (<http://www.SNiP.net>) and as policies may be modified by us from time-to-time; and (iv) if we deem it necessary in order to comply with applicable laws or regulations. Upon any Customer Default, expiration or termination of this Agreement, you agree to promptly surrender any Equipment to us in the same condition as delivered, reasonable wear only excepted. If any Equipment is not so surrendered in good order and repair, you will be charged accordingly. Notwithstanding the foregoing, you further acknowledge and agree that upon any Default or termination of this Agreement we may retake possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

6.3 We reserve the right to assess a customer any and all cost SNiP has committed to on behalf of the customer, in the event of a customer's early termination or reduction of a contracted term. These costs shall extend to but not be limited to any contracted service fees entered into by SNiP with third parties or subcontractors to provision or support a customer's SNiP contracted service. These costs will encompass any early termination fees, monthly fees or other fees imposed by contracted third parties that SNiP remains liable for after a customer's early termination of a contracted term or change to the length of a customer's original contract. The customer is required to pay SNiP in full for any of these costs at the time of termination or change in contract length. SNiP will additionally require the customer to pay any and all finance or collection charges incurred by SNiP in the collection from the customer of any third party fees.

7. Billing and Payment:

7.1 As an initial matter, you agree to pay all applicable set-up fees, deposits or other charges for any extension of any required circuit to the applicable SNiP point-of-presence ("POP") (whether by SNiP or an third party provider) and/or any other third party charges and our installation of the Service as invoiced, upon our acceptance of your Order Form. Except in the

case of Default by us, all set-up fees are non-refundable. We reserve the right to delay activation of the Services to you if the initial deposit set forth in the Deposit Payment Form is not paid when due. Usage Commitment and regular billing will begin as early as three (3) business days following the business day that a third party provided circuit between your site and the applicable SNiP POP is complete and activated by the third party provider, and SNiP determines that the circuit has been activated. If any such circuit is activated prior to the first day of any month, all charges and associated Usage Commitments for the partial month shall be prorated, and the Service Term shall begin on first day of the first calendar month following activation. Monthly charges for SNiP Contributory Usage will begin on the date traffic commences on the SNiP network for the purposes of measuring usage and assessing regulatory fees as required by the relevant regulatory agencies.

7.2 You agree to pay for Services provided by us at the applicable rates and charges set forth in the Business Service Contract and the Order Form(s). You will be billed monthly or quarterly as provided in the applicable Order Form. Payments are due within twenty (20) days the date of SNiP's invoice. Invoices will include the period's Service fees, Contributory Service Usage Charges and any Usage Commitment fees as described herein.

7.3 If authorized by you, the amount owed shall be charged to your credit card or automatically deducted from your bank account on the due date stated on the invoice, without prior notice or consent each time an invoice is due. IF YOU CHOOSE THIS OPTION, YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH. If your credit card is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use our Services until your account is paid in full.

7.4 A late fee in an amount of 1.5% per month (or the maximum rate permitted by law) will be charged on all outstanding invoiced amounts not paid within thirty (30) days of the date of SNiP's invoice. Taxes and Additional Charges not included in the quoted rates for Services, but will appear as separate line items on the invoices and you will be solely responsible for the payment of all such Taxes and Additional Charges. If you are exempt from a particular Tax or Additional Charge, you must pay the Tax or Additional Charge set forth in the monthly invoice unless you provide us with a valid exemption certificate. We may also adjust prices or impose Additional Charges to recover amounts we may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs (e.g., Universal Service Fund) during the term of this Agreement.

7.5 Upon our request, you agree to pay us our reasonable expenses (including any fees and costs associated attorneys or collection agencies) incurred in enforcing our rights under this Agreement. If you cancel services before they are started, you further agree to pay all non-refundable costs that SNiP accrued during the provisioning of the canceled service(s).

7.6 If you have a dispute about an invoice or believe that the invoice is in error, you must notify us in writing within forty-five (45) days of the date of the invoice, or will be deemed to have waived the dispute. You remain responsible for paying the undisputed portions of the invoice by the due date.

8. **Credit; Payment Assurances:** You authorize us to ask consumer and/or commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy. As set forth in the Deposit Payment Form, we may require that you make an initial deposit or we may set a service limit before we establish or maintain Service for you. The deposit will be held as a partial guarantee of payment and cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges and we will base that increase on your actual use of the Services or on our reevaluation of your ability to pay. You may ask us to reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or a credit to your account. If you are in Default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately ninety (90) days following termination of this Agreement, the balance of any deposit or other credit will be returned to you at your last known address.

9. Additional Customer Obligations

9.1 You agree that you will (i) not use (or permit others to use) the Services for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users or that are in any way unlawful, fraudulent or abusive, or harassing, including but not limited to obtaining or attempting to obtain Service by any fraudulent means or device with intent to avoid payment, accessing, altering, or destroying information of one of our other customers by any fraudulent means or device or attempting to do so; or that infringes upon another's intellectual property rights; or that otherwise constitutes network abuse. (ii) use the Services in accordance with, and abide by all applicable laws, regulations, and SNiP's usage policies. Other rules of general application, the terms of any software license agreement that may accompany any software provided

SNiP Business Service Agreement (BXA)

by us. Customer shall be solely and exclusively responsible for any of the foregoing, all of which constitute misuse of SNiP's Internet Services.

9.2 You further agree that you will (i) prepare your site for any Equipment before the requested Service start date; (ii) provide reasonable access for us to install and maintain any Equipment; (iii) surrender Equipment to SNiP upon any termination of any Product or Service or this Agreement, or at other times on SNiP's request; (iv) be responsible for any Customer Equipment used with the Services and reimburse us if such Customer Equipment causes any damages to our network or other facilities; (v) provide security for Equipment as reasonably required by us, and (vi) be liable for damages to SNiP's Services, network or other facilities, caused by the negligence or willful acts of your officers, employees, agents or contractors; or for loss through theft or vandalism of Equipment on your premises, or violation of the terms of this Agreement.

9.3 You acknowledge that the Services may require you to provide suitable space for the placement of our Equipment. You agree not to permit or assist others to use Services for any purpose other than that for which they are intended; or tamper with, adjust or repair the Services. In the event of such alterations, tampering, adjustments or repairs by you, we shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to you relative to the Services, any manufacturer warranties will be voided, and you shall be liable to us for all costs or damages we incur.



9.4 Virtual Phone System (VPS) LAN Requirements for IP Phones: SNiP makes no claims neither written nor implied as to the readiness of Customer's Local Area Network (LAN) to carry Virtual Phone Service (VPS) to IP Phones and other Voice-over-Internet-Protocol (VoIP) devices to be installed on Customer's LAN as required for the delivery of purchased VPS Services.

Customer acknowledges receipt of SNiP's VPS LAN Requirements for IP Phones document which details the physical and performance requirements being imposed on Customer's LAN. Customer agrees to allow SNiP to perform a LAN Assessment to determine the VoIP readiness of Customer's LAN. From the results of this assessment, SNiP will establish, document and communicate requirements for a LAN upgrade (if any). Customer agrees at their expense to make the required upgrades (if any) to their LAN. If Customer fails to make LAN upgrades, SNiP reserves the right to cancel, re-price or reschedule the VPS services outlined in the Facility Order Form(s). Customer agrees that in the event Customer fails to make Customer LAN VoIP ready, Customer will forfeit all Non-Recurring Charges (NRC) outlined in the Facility Order Form(s) and may be subject to termination fees outlined in this agreement.



9.5 SNiP retains all right, title, and interest in the Equipment. Customer agrees to provide twenty-four (24) hours per day, seven (7) days per week access to the Equipment (with escort if required by Customer) by SNiP designated individuals. Customer's failure to provide access will suspend any Service level guarantees during such time. SNiP may authorize Customer to open Equipment cabinets for appropriate routine and emergency reasons. Customer shall retain the right to disconnect the Equipment from its Local Area Network at any time. SNiP reserves the right to shut down the Equipment at Customer's location in accordance with SNiP's emergency operating procedures upon notification to Customer. Upon termination or expiration of the Order Form or Service Term, Customer agrees to return Equipment as directed by SNiP or to allow SNiP to remove Equipment; provided, however, you acknowledge and agree that we may retain possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

9.6 You agree to keep this Agreement confidential and not to disclose the pricing or other terms to any third party.

9.7 You are responsible for all usage, including unauthorized usage, of the Services. SNiP will not be responsible for any fraud or misuse of the Services, including but not limited to calling card misuse or fraud. If any Services are fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Once you notify us of fraudulent use, it may be necessary for us to interrupt your use of the Service. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we reasonably request. Failure to provide reasonable cooperation may result in your liability for any additional fraudulent usage. SNiP also reserves the right to suspend, interrupt or restrict Services, without notice to you, if we suspect, with or without notice from you, any use of Service, whether by you or any other party, that is in SNiP's sole opinion deemed to be in violation of this Agreement, fraudulent, illegal or in any way a misuse of the Services.

9.8 If reporting obligations or requirements are imposed upon SNiP by any third party or regulatory agency in connection with the use of the Services by Customer (or its end users), Customer agrees to assist SNiP in complying with such obligations and requirements, as reasonably required by SNiP and to hold SNiP harmless for any failure by Customer in this regard.

9.9 Customer has read and agrees to comply with SNiP's Net Abuse Policy as currently set forth on SNiP's Web site (<http://www.SNiP.net>) and as the Policy may be modified by SNiP. SNiP will post any modification on its web site. Any content (including Customer Content), material, message or data made available or transmitted through the Service, wherever it is sent from, viewed, received or retrieved, that is in violation of any local, state, federal, foreign or international law, regulation or treaty, the Policy or any community standard or accepted Internet policy is prohibited.

9.10 Customer acknowledges and agrees that SNiP does not monitor or control Customer Content or other information residing on its Equipment or transmitted through its Services, or on its network, so use of any Customer Content or other information obtained through the SNiP's Services, Equipment, network, or otherwise over the Internet, is at the Customer's risk. SNiP shall have no liability or responsibility for any Customer Content whatsoever (including, without limitation, any losses or damages from fraud), and Customer assumes full responsibility and liability for use of any Customer Content and/or use of its Customer Website(s), including, but not limited to, any functionality and use of SNiP's Internet Services by any end user of Customer, including, without all attempted or completed transactions (including commercial transactions) between Customer and end-users. Customer further acknowledges that there is no guarantee of security or privacy on the Internet, and SNiP makes no guarantee that Customer's use of any SNiP Internet Services will be secure or private. Customer maintains full responsibility for all aspects of security, including, but not limited to, monitoring for fraud and other illegal uses of SNiP's Services. Violation of this Section may be deemed a material breach of the Agreement and SNiP may immediately disable or terminate any affected Service without notice to Customer.

9.11 Customer represents and warrants that: (i) Customer is the owner, valid licensee, or authorized user of the Customer Content and each element thereof; (ii) the use of the Customer Content will not infringe the copyright, trade secret, trademark or other proprietary or intellectual property right of any third party, or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right; (iii) Customer Content complies with all legislation, rules, and regulations of all applicable jurisdictions; (iv) the Customer Content is and will remain accurate and correct in all respects; and (v) to the best of its knowledge, Customer Content shall be free from viruses, worms, Trojan horses, and other malicious code.

10. Prices; Computation of Use:

10.1 Unless specified otherwise, rates and charges for the Services shall be set forth in the Business Service Contract. If no rates are specified in the Business Service Contract, rates shall be determined according to the following order of precedence: (i) the Order Form; (ii) the according to the price sheet in effect at the time of the order; (iii) the Tariffs. We reserve the right to modify terms associated with expiration, termination liability or rates of any such Order Form consistent with all applicable laws upon sixty (60) days' written notice. In the event of an increase in rates, you have thirty (30) days from the date of the effective increase to provide us with a written request to terminate the Services and incur no termination liability. We may also modify our prices or discontinue the Services upon the expiration of the applicable Service Term set forth in the Order Form.

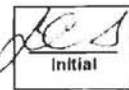
10.2 Unless specified otherwise on any Order Form, SNiP's rates and charges do not include any charges associated with services provided by others (including without limitation any local access or other third-party services). Customer is solely responsible for all third-party charges, costs and expenses associated with any third-party service used in connection with SNiP's Services, including, without limitation, any applicable monthly charges, usage charges, installation charges, non-recurring charges, cross-connection charges, and/or applicable termination/cancellation charges.

10.3 Discount percentages are set forth in the Business Service Contract. If applicable, discount percentages for Order Forms with a Service Term greater than one (1) year are fixed. Renewals of such Order Forms and for all other Order Forms with Service Terms of less than one (1) year are subject to change upon sixty (60) days prior written notice.

11. Usage charges for Services are based upon the total time that you use the Service, subject to applicable billing increments and any additional charges which may apply. Usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Billing increments are determined in accordance with the rates set forth in the Order Form, or the rates and charges set forth in our published rates set forth in our Tariffs or standard rate sheet in effect at the time the Agreement. However, all calls are billed in billing increments and calls which involve a fraction of a billing increment will be rounded up to the next whole billing increment. In addition, if the computed call charges include a fraction of a cent, the fractional cents will be rounded up to the next whole cent, unless expressly stated otherwise in an Order Form or applicable rate sheet.

12. Usage Minimum:

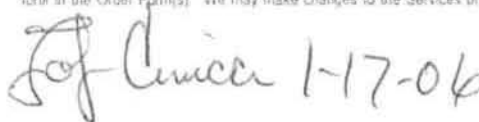
12.1 You will purchase from SNiP the Usage Commitment as set forth in the Business Service Contract during each month of the Initial Term and any subsequent Renewal Terms beginning in the first month of the Initial Term, or other period(s) set forth in the Business Service Agreement. If you fail to satisfy the Usage Commitment, in addition to all other applicable charges, you must pay us the difference between the Usage Commitment and your actual Contributory Services Usage Charges for each contract month (or other specified period), either during the Initial Term or any subsequent Renewal Term, in which you do not achieve the



Usage Commitment

13. Service Provisioning, Changes and Maintenance:

13.1 We will use reasonable efforts to provide the Services by the start dates you requested as set forth in the Order Form(s). We may make changes to the Services provided that any such change



SNiP Business Service Agreement (BXA)

does not materially adversely affect such Services. We will maintain the Services, as well as install and operate any SNiP-provided Equipment, at no additional charge to you unless such charges are (i) specifically set forth in an Order Form, an addendum, or applicable Tariffs ("Routine Maintenance"); (ii) for maintenance or repairs by us which is necessitated by unauthorized acts or omissions by you or others, or (iii) for technical assistance or support with respect to any Customer Equipment not provided by us which is used in conjunction with the Services, including, without limitation, assistance in connecting the Customer Equipment to our Equipment and support in identifying and/or correcting problems within the Customer Equipment. Except with respect to Routine Maintenance, our standard dispatch service charge(s) in effect at the time shall apply. Without limiting the foregoing, Customer acknowledges and agrees that SNiP shall not be responsible for cabling to connect any Customer Equipment (or other equipment not provided by SNiP) to SNiP Products or Services or any inside wiring necessary for the proper installation of the equipment.

13.2 Problems with the Services caused by any Customer Equipment are your responsibility and you must still pay for the Services. If we determine that any Customer Equipment is likely to cause a hazard or Service obstruction, you agree to eliminate such likelihood upon request. We will troubleshoot difficulties caused by such Customer Equipment upon request, at our standard rates and terms.

13.3 We reserve the right to charge a cancellation or rescheduling fee in the event: (i) you cancel a Order Form (or any portion thereof) prior to the requested Service start date; (ii) you request a delay in the requested Service start date, or (iii) you otherwise delay our provisioning of the Services.

13.4 We reserve the right to cancel, re-price or reschedule an installation in the event: (i) our or our subcontractor's facilities can not support the ordered service (or any portion thereof); (ii) the installation of the ordered service is outside of our service area; (iii) requires network infrastructure not normally involved in the design or provisioning of the Services; or (iv) Customer fails to make Customer LAN VoIP ready for VPS services.

14. **Notices:** Notices must be in writing. Any notice to SNiP must be delivered personally, overnight courier, registered or certified mail to:

SNiP LINK, L.L.C.
100-A Twinbridge Drive
Pennsauken, NJ 08110
Attn: Contracts Administration

We will send notices to your billing address set forth on the Order Form, or by including it in your monthly invoice. Notices to you will be deemed given seven (7) days following the date of our deposit with the U.S. postal service to such billing address.

15. Additional Terms Concerning DSL Service Provisioning

15.1 Customer understands that SNiP will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to the Customer's location being made available to SNiP. If no such DSL-capable local loop is available to SNiP, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of your Service will be delayed as well.

15.2 Customer understands that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to you by SNiP at the time of ordering the service and may vary during the Service Period.

16. Domain Name System Services

16.1 The Customer may, from time to time, request that SNiP to host the Customer's IP addresses or domain names, or ask SNiP to submit to a domain name registrar, on the Customer's behalf, domain name registration applications (each, an "Application"), for domain names that the Customer selects (each, a "Domain Name"). SNiP is not a domain name registrar. SNiP's charges for hosting any of the Customer's IP addresses or domain names, or charges for any Domain Name management related services (collectively the "DNS Services") do not include the domain name registrar's fees. The Customer shall be responsible for, and shall promptly pay, all DNS Service charges and domain name registrar's fees. Customer represents and warrants that (i) all statements on the Application are materially true and correct; (ii) none of the requested Domain Names or the Customer's use of any Domain Name will interfere with the ownership or intellectual property rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right, and (iii) the Customer has a legitimate business purpose for registering each Domain Name, which purpose relates to its purchase of the Service.

16.2 With respect to any Domain Name, SNiP may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of the Customer's Domain Names immediately upon written notice if: (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) SNiP receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

16.3 "Downstream Provider Services" or "DSP Services" are defined as those activities of an entity or company which relate to the provision of IP address or DNS Services to third parties, where such entity or company does not own the IP addresses being used as part of such IP address or DNS services. Examples of the entities or companies which provide DSP Services include, but are not limited to, Internet Service Providers, Internet Access Providers, Application Service Providers and resellers.

16.4 SNiP's DNS Services are only available to that portion of the Internet Service which does not involve DSP Services. DNS Services are not available to third parties given access to any SNiP Service by the Customer, regardless of whether such parties have purchased services from the Customer. In addition, the Customer will be allowed to host one domain name owned by it on SNiP's name servers as part of SNiP's DNS Service. Any additional domain name hosting which SNiP may offer to provide to the Customer will incur additional charges.

16.5 Customer agrees to abide by the network number and domain name policies set forth in SNiP's Specifications. In all instances, SNiP network numbers and IP addresses utilized by Customer remain SNiP property, shall be nontransferable and Customer shall have no right to use such numbers or IP addresses upon termination or expiration of the Agreement or Service. Customer at all times has responsibility for its own domain name.

16.6 THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL SNiP BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES. WITHOUT LIMITING THE FOREGOING, SNiP DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF THE CUSTOMER'S IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR THE CUSTOMER'S RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. SNiP IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

17. Telephone Number Reservations and Local Number Porting (LNP)

17.1 Customer has no ownership rights to and may not transfer or duplicate any assigned telephone number that may be provisioned by us to be used with any Service, and agrees we may change any such telephone number at any time with or without prior notice to you. SNiP does not guarantee that any particular telephone number will be available for use by Customer until such time as that telephone number is installed and is listed as working, and shall not be liable for any costs, such as the costs of printing business stationery. Customer incurs in anticipation that a particular telephone number will be available. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any local telephone numbers that are requested to be ported (LNP) to SNiP from another carrier.

18. Letter of Agency for Provisioning of Switched and Toll Free Services

18.1 Customer authorizes SNiP to notify the local telephone company to switch their long distance service and/or local toll service (as selected by Customer) to SNiP. Customer may select only one Interstate or InterLATA long distance carrier and one Intrastate or local toll carrier per telephone number. Customer may select one toll service provider as Interstate or InterLATA primary interexchange carrier and as intrastate or IntraLATA primary interexchange carrier but may have different service providers for each. Customer understands that the local telephone company may assess a nominal fee to switch their long distance carrier and local toll carrier. Also the local telephone company may assess a nominal fee if Customer decides to change back to their original toll service provider(s). Fee only applies to new customers or new lines switched to SNiP.

18.2 Toll Free Responsible Organization. Customer authorizes and directs SNiP LINK to change the RespOrg code in the SMS/800 to the appropriate SNiP LINK RespOrg code for any Toll Free number(s) requested. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any Toll Free number(s) requested. Customer agrees to hold harmless and indemnify SNiP LINK (and its contractors) from all liability and expenses for any breach of that representation and warranty.

19. **NO WARRANTIES** SNiP warrants that its Services will conform to SNiP's Specifications on the day installed. Thereafter, SNiP shall maintain the Services pursuant to SNiP's Specifications, and subject to the terms and conditions of this Agreement. EXCEPT AS OTHERWISE SET FORTH HEREIN, ALL SERVICES AND ANY SNiP OWNED OR PROVIDED EQUIPMENT USED BY CUSTOMER, ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SNiP MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OR THE DATA AND/OR INFORMATION SENT OR ACCESSED THROUGHOUT ITS NETWORK, OR THAT THE SERVICES WILL BE ERROR FREE.

SNiP Business Service Agreement (BXA)

19. LIMITATION OF LIABILITY:

19.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCE SHALL SNIIP AND ITS PARENT, AFFILIATES, AND SUBSIDIARIES, AND ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) WHETHER OR NOT FORESEEABLE THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, OR CUSTOMER'S RELIANCE ON INFORMATION PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, EVEN IF SNIIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR THE SERVICE LEVEL CREDITS AVAILABLE IN CASE OF OUTAGES AS SPECIFIED IN THE SERVICE LEVEL AGREEMENTS, SNIIP'S ENTIRE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE LESSER OF: \$100,000, OR THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SNIIP DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. NO ACTION OR PROCEEDING AGAINST SNIIP MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE SERVICES GIVING RISE TO THE CLAIM ARE RENDERED.

19.2 NOTWITHSTANDING THE FOREGOING, CUSTOMER'S SOLE REMEDY FOR PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PURSUANT TO SNIIP'S SERVICE SPECIFICATIONS SHALL BE REPAIR OR REPLACEMENT OF THE SERVICES OR ANY SERVICE LEVEL CREDITS AVAILABLE UNDER THIS AGREEMENT.

19.3 WE SHALL NOT BE LIABLE, EITHER IN CONTRACT OR IN TORT, FOR ANY FAILURE TO PROVIDE PROTECTION FROM UNAUTHORIZED ACCESS BY YOUR TRANSMISSION FACILITIES OR CUSTOMER EQUIPMENT; OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, EVEN SHOULD SUCH ACCESS OCCUR AS A RESULT OF OUR NEGLIGENCE.

19.4 WE SHALL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY THE FAULT, NEGLIGENCE, OR ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDER OF SERVICES, OR OTHERS CLAIMING THROUGH YOU; YOUR FAULT, NEGLIGENCE OR ACTS OR OMISSIONS, OR THAT OF OTHERS CLAIMING THROUGH YOU, CLAIMS AGAINST YOU BY AN OTHER PARTY; OR INSTALLATION OR REMOVAL OF EQUIPMENT FURNISHED BY US OR ANY SERVICE PROVIDER, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OF SNIIP.

20. Indemnity:

20.1 YOU ARE SOLELY RESPONSIBLE FOR USE OF THE SERVICES USED BY YOU AND THOSE AUTHORIZED BY YOU TO USE THE SERVICES. YOU ARE ALSO RESPONSIBLE FOR RESTRICTING ACCESS TO THE SERVICE AND PREVENTING UNAUTHORIZED USAGE. WE ARE NOT RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, COMPATIBILITY OR PERFORMANCE OF ANY CUSTOMER EQUIPMENT, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR PARENT, AFFILIATES, AND SUBSIDIARIES, AND OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS AND SUBCONTRACTORS, HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, JUDGMENTS, COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES OF ANY KIND WHATSOEVER CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF YOU (INCLUDING YOUR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS) WHICH ARISE OUT OF OR ARE CAUSED BY YOUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; AND WHICH RESULT IN CLAIMS AND DEMANDS FOR DAMAGES TO PROPERTY OR FOR INJURY OR DEATH TO PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKER'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE'S DISABILITY OR DEATH BENEFITS; CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY OR INFRINGEMENT OF COPYRIGHT, AND INVASION AND/OR ALTERATION OF PRIVATE RECORDS OF DATA ARISING FROM ANY INFORMATION, DATA, OR MESSAGE TRANSMITTED OVER THE NETWORK BY YOU, INCLUDING WITHOUT LIMITATION, ANY CUSTOMER CONTENT; AND CLAIMS FOR INFRINGEMENT OF PATENTS OR COPYRIGHTS ARISING FROM THE USE OF OR MISUSE OF SERVICES, EQUIPMENT AND SOFTWARE, APPARATUS AND SYSTEMS NOT PROVIDED HEREUNDER IN CONNECTION WITH THE SERVICES.

20.2 Customer shall defend, indemnify, and hold harmless SNIIP, and its parent, affiliates, and subsidiaries, and its and their respective directors, officers, employees, members, shareholders, agents, subcontractors, other SNIIP customers, licensors, and other Internet users from and against all damages, claims, actions and liabilities arising from or relating to Customer's Content, or any misuse of SNIIP's Internet Services, including any claims from Customer's end users.

21. **Title and Risk of Loss:** Any Equipment provided by us is ours and we retain both ownership and title, whether or not embedded in or attached to reality. When the Equipment is delivered to your designated site, you become responsible for any damage to the Equipment and you must protect it from theft or destruction. In addition, you must keep any Equipment free of any liens or encumbrances.

22. **Use of Software:** Where Customer utilizes Services containing programming software, SNIIP grants to Customer a limited, non-exclusive, non-transferable, revocable license to use such programming or software for the sole purpose of enabling Customer to use such Services. Title and property rights to all Services, including any such software, are and shall remain with SNIIP. Customer recognizes that Services, programming and software used hereunder constitute valuable trade secrets of SNIIP. Customer shall use, protect, and keep confidential all SNIIP provided software used by it, and shall not, nor permit others to, examine, copy, alter, "reverse engineer", tamper with, or otherwise misuse any SNIIP Services, including but not limited to, any software.

23. Miscellaneous:

23.1 You agree that there are no third party beneficiaries of this Agreement and that none are intended. Either party may sell, transfer, or assign this Agreement without the other party's consent, so long as the sale, transfer or assignment is to an Affiliate, or to an entity acquiring all or substantially all of the party's assets. Except in the case of an assignment to an Affiliate or to an entity acquiring all or substantially all of a party's assets, neither party may sell, transfer, or assign this Agreement without the other party's prior written approval. Any sale, transfer, or assignment that does not comply with the provisions of this paragraph is void, and shall not relieve the assigning party of its obligations under the Agreement. Consent to a sale, transfer, or assignment of the Agreement shall not be unreasonably withheld. We reserve the right to withhold consent to any sale, transfer, or assignment based on a credit approval of any proposed purchaser, transferee, or assignee.

23.2 We will not have responsibility or liability for any Force Majeure Event. We will notify you in the event of any Force Majeure Event and if the Force Majeure Event continues for more than sixty (60) days, either party may cancel the affected Service, with no further liability.

23.3 We do not waive our future or other rights just because we fail to strictly enforce certain rights. The provisions of this Agreement are severable. In the event any that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remainder of the Agreement shall remain enforceable in accordance with its terms.

23.4 Neither party may use the other party's name or logo without prior written approval.

23.5 Our provision of the Services is subject to our continuing approval of your credit-worthiness.

23.6 We will use commercially reasonable means to protect the confidentiality of your account information. We may assume that any person able to provide your name, address, the last four digits of your social security number, and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services. If you are receiving Services through your employer, you authorize us to share your account information with your employer.

23.7 Where permitted by law or regulation to consent in this manner, you consent to SNIIP sharing information about the amount, type and destination of the telecommunication services you use, and your customer proprietary network information with our affiliates, agents, and contractors to develop or bring to your attention any Services that may satisfy your telecommunications needs or give us the ability to respond to your concerns. You have a right, and we have a duty, under federal law to protect the confidentiality of this information. This consent survives the termination of the Service and is valid until you notify us in writing of your desire to remove it. Removing consent will not affect your current Service.

23.8 We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

23.9 The Agreement represents the entire agreement relating to the subject matter hereof and supersedes all oral and written communications, proposals or prior agreements. The Agreement may not be modified except by written amendment by the parties. No agent, employee or representative of either party has authority to bind the parties to any representation or warranty unless such representation or warranty is specifically included in the Agreement, or written amendments thereto. In the event of a conflict between any of the terms of the Agreement, the following order of precedence will apply: (i) the first page of this Customer Agreement; (ii) the applicable Order Form(s) (which are not subject to Tariffs); (iii) these General Terms and Conditions, and (iv) the applicable Tariffs.

23.10 This Agreement shall be governed by the substantive law of the State of New Jersey without reference to its principles of conflicts of laws, and the exclusive jurisdiction of the federal and state courts of the State of New Jersey.

PROPOSAL MUST INCLUDE:

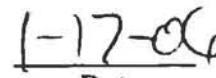
Section 3: a.

Addendum to SNiP BX Agreement Rev. 102703

"This contract is contingent upon School Board approval and the District receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would be null and void.



SNiP Representative



Date



VERIZON WIRELESS® RESPONSE TO REQUEST FOR PROPOSAL

We Never Stop Working For You.™

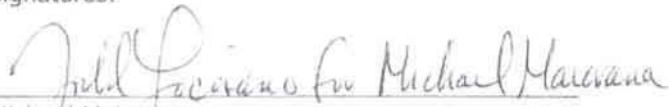
**BLANKET PURCHASE AGREEMENT
HARAMBEE INSTITUTE CS
GSA Federal Supply Service Information Technology
Schedule Number GS-35F-0119P
SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)
(Excluding local and long distance voice, data, video, and dedicated transmission services
which are NOT mobile.)**

HARAMBEE INSTITUTE CS (Customer) and Verizon Wireless enter into a Blanket Purchase Agreement (BPA) to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-0119P**.

BPAs written to Federal Supply Schedule holders eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. BPAs are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 13.303.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:



Michael Maiorana

Vice President

Federal Government Sales Operations

Verizon Wireless


7600 Montpelier Road

Laurel, MD 20723

240-568-1300

Michael.Maiorana@verizonwireless.com

1/19/06
date


NAME
TITLE C.E.O.

HARAMBEE INSTITUTE CS

ADDRESS

ADDRESS

PHONE

EMAIL

1/23/06
Date



VERIZON WIRELESS[®] RESPONSE TO REQUEST FOR PROPOSAL

We Never Stop Working For You.SM

The following terms and conditions of this Blanket Purchase Agreement (BPA) are agreed to:

(1) SCOPE AND TERM

- (a) All items approved by the General Services Administration (GSA) on Federal Supply Schedule (FSS) GS-35F-0119P, SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) are available for ordering against this BPA.
- (b) This BPA expires on the ending date of the Federal Supply Service Schedule

(2) ORDERING MINIMUM AND MAXIMUM

The volume of purchases through this BPA will have no minimum or maximum limit.

(3) OBLIGATION OF FUNDS

This BPA does not obligate any funds. Funds will be obligated on orders issued against this BPA.

(4) AUTHORIZED PURCHASERS

Authorized purchasers under this BPA are warranted CUSTOMER representatives. Authorized Signers list to be provided by CUSTOMER in separate document.

(5) PRICING AND DISCOUNT

- (a) The GSA FSS pricing has been determined fair and reasonable by the General Services Administration. Prices to Authorized Purchasers hereunder shall be as low or lower than those charged Verizon Wireless' customers purchasing under Federal Supply Schedule (FSS) GS-35F-0119P for comparable quantities under similar terms and conditions. Verizon Wireless is responsible for updating any BPA rate schedules.
- (b) Verizon Wireless can voluntarily reduce prices under the Agreement at any time. Spot discounts may be applied to any delivery order as offered by Verizon Wireless. Verizon Wireless may submit a revised rate schedule as an attachment to this BPA and/or negotiate rates for each individual delivery order.
- (c) Discounts against the current GSA Federal Supply Schedule Prices extended to CUSTOMER under this BPA are as follows:
 - (i) 19% discount from retail, monthly service charges on qualifying plans of \$34.99 and higher
 - (ii) 10,000 line - 2yr commitment discount equipment matrix as revised at least quarterly
 - (iii) 25% discount on accessories
 - (iv) Early Termination and Activation Fees are waived
 - (v) This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administration Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.



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(vi) Verizon Wireless certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and Verizon Wireless would assume any costs of collection for any goods and services provided.

(6) ORDERING PROCEDURES

(a) ORDERING

(1) Supplies and/or services to be furnished under this BPA shall be acquired by orders (and modifications and supplements thereto) issued and signed by the ordering officer designated in paragraph (c) below. Unless the contractor rejects an order in writing within five (5) working days of receipt of such order, the contractor's acceptance shall be final. Upon acceptance by the contractor, each order becomes a separate contract for the supplies or services specified.

(2) All orders are subject to the terms and conditions of this BPA, which shall control in the event of conflict with any order.

(b) CONTENTS OF ORDERS

Orders shall contain the following information:

(1) BPA number, order number, date, and type of order (fixed price, completion type). Delivery orders placed against this BPA will be fixed-priced in accordance with FAR PART 12, Acquisition of Commercial Items, and the terms and conditions of the GSA Schedule. FAR Part 12.207, Acquisition of Commercial Items-Contract Type, mandates the use of firm-fixed price contracts when acquiring commercial items or services.

(2) Item number and description, quantity, and unit price or prices

(c) PROCESSING OF ORDERS

(1) The authorized ordering representative or phone administrator may communicate a detailed description of the requirement and required delivery schedule to the contractor, either orally or in writing.

(2) If so requested, within ten (10) calendar days after receipt of the information, the contractor shall prepare and send to the authorized ordering representative a fully substantiated, detailed, priced proposal with the unit prices and delivery schedule.

(3) The authorized ordering representative may use the information provided on price and delivery as a basis for any further negotiations with the contractor.

(4) Upon final agreement with regard to the price and delivery, a priced order shall be issued.

(7) ORDER MODIFICATIONS

(a) CUSTOMER will designate those representatives authorized to approve modifications to orders placed under this BPA, as long as those modifications do not result in an increased cost or obligation to CUSTOMER. These changes will be communicated to the **INSERT CUSTOMER POINT OF CONTACT** on a periodic basis (weekly, bi-weekly, or monthly depending on the volume of the modifications), and will then be memorialized via an official modification.



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- (b) All modifications requiring additional funding or obligation by CUSTOMER shall be done via formal modifications signed by a warranted authorized CUSTOMER representative.

(8) MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

***Shipment information will be designated by the ordering entity.

(9) INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination specified by **HARAMBEE INSTITUTE CS**

(10) SUBMISSION OF INVOICES

(a) Contractor's Ordering Address and Payment Information:

- a. Ordering Address: Verizon Wireless FSS - Government CUSTOMER Service 7600 Montpelier Road Laurel, Maryland 20723
- b. For Payment: Verizon Wireless P.O. Box 17464 Baltimore, Maryland 21297-1464
- c. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- d. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Verizon Wireless FSS Government CUSTOMER Service Team: 1-800-295-1614.

(b) Electronic invoices or hard copy invoices shall be sent directly to the address listed in the individual orders. The invoice will then be forwarded to vendor pay for payment. All payments will be paid by the **HARAMBEE INSTITUTE CS** office identified in the individual delivery order.



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= 243767

64785 + 309562
= 957417
- 712277
= 245140
3363.33

America's ChoiceSM for Business with Push to Talk: GSA FEDERAL SUPPLY SUBSCRIBERS ONLY

The America's Choice for Business with Push to Talk Calling Plans qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount.

Standard Monthly Access Fee	\$40.49	\$56.69	\$72.89	\$89.09	\$129.59
Anytime Minutes	450	900	1350	2000	4000
One to One Push to Talk [†]			Unlimited		
Overage Rate			\$0.25 per minute		

Subscribers may choose one of the following two options*

Option 1 Unlimited IN Calling & Unlimited Nights and Weekends option*

Nights and Weekends Minutes ^{††}	Unlimited
IN Calling Minutes ^{†††}	Unlimited

Option 2 Additional Anytime Minutes & Unlimited IN Calling option*

Additional Anytime Minutes	100	200	300	500	1000
	(550 total)	(1100 total)	(1650 total)	(2500 total)	(5000 total)
IN Calling Minutes ^{†††}	Unlimited				

*Subscriber may choose only one of the two option packages above.

Share Option (Non-National)	\$4.05
	(monthly access per subscriber in addition to standard monthly access fee)

Promotional America's ChoiceSM for Business Share Push to Talk Plan: GSA FSS SUBSCRIBERS ONLY

Standard Monthly Access Fee	\$36.44**
Anytime Minutes	200
One to One Push to Talk [†]	Unlimited
Overage Rate	\$0.25 per minute
Nights and Weekends Minutes [†]	Unlimited
IN Calling Minutes ^{††}	Unlimited
Share Option (Non-National)	Included

Note: The America's Choice home airline rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. [†]Push to Talk terms and conditions apply. ^{††}Nights and Weekends terms and conditions apply. ^{†††}IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airline rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines. All choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing. **Promotional \$36.44 America's Choice for Business Share Push to Talk 200 minute plan is available through 3/31/2006. This plan is only available as a Non-National Share plan.

FRN 1406250



VERIZON WIRELESS' RESPONSE TO REQUEST FOR PROPOSAL

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Wireless Data Service Pricing Plans

+ 2 = 119.92
x 5090 = 599.99
599.99 x 40 = 23999.60
6539
6A #4 - FRV #1406269

NationalAccess/ BroadbandAccess Calling Plans: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY
BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.

	Broadband Access (Promotional)	NationalAccess Only	PDA/Smartphone		BlackBerry™ Solution	
Monthly Access Fee	\$59.99**	\$48.59	\$40.49	\$24.29	\$40.49	\$32.39
Optional Feature Access Fee	N/A	N/A	\$35.99	\$19.99	\$35.99	\$27.99
MB Allowance	Unlimited	Unlimited	Unlimited	5 MB	Unlimited	5 MB
Overage Rate Per KB	n/a	n/a	n/a	\$0.008	n/a	\$0.008
National-Access Roaming	\$0.002 per Kilobyte					
Home Airtime/Min. Rate	\$0.25					
Roaming Airtime/Min. Rate [†]	\$0.69					
Domestic Long Distance [†]	Included					

Broadband Internet Access Service for select BlackBerry Devices (modem cable required)

Monthly Access Fee	\$15.00 when added to a Voice Calling Plan with the Unlimited BlackBerry Feature or Choice Voice and Data Bundle for Business
Monthly Access Fee	\$30.00 when added to an Unlimited BlackBerry Data Plan without a Voice Plan

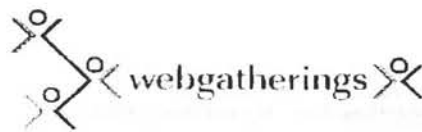
NationalAccess (Minutes of Use Plan) Calling Plan: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY

Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate [†]	Included throughout the 50 States						
Verizon Wireless Long Distance ^{††}	Included (for Domestic calls made within the 50 States)						

NOTE: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. [†]Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. ^{††}Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ^{†††}Long distance charges will apply when making or receiving calls outside the United States. ^{**}Promotional Broadband Access plan is available for new and existing Agency liable subscribers from September 1, 2005 through April 30, 2006. The Promotional Broadband Access plan is not eligible for any additional discounts.

Handwritten: All placed by 11/16/06

Handwritten: VERIZON



Web Hosting and Email Services Agreement

Webgatherings Signature Page

Initial Term: July 1, 2006 – June 30, 2007

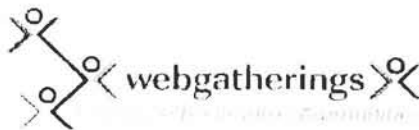
Client Name: **HARAMBEE CHARTER SCHOOL**

Client Registered Address: **636-640 NORTH 66TH STREET, Philadelphia, PA 19151**

This Summary Service Agreement and Signature page for the Webgatherings' WEB HOSTING AND EMAIL SERVICE AGREEMENT ("Agreement") is made and entered into as of the Effective Date, by and between Webgatherings, LLC, a Pennsylvania limited liability company with its registered office located at 449 North Highland Avenue, Merion Station, PA 19066 ("Webgatherings") and **HARAMBEE CHARTER SCHOOL** ("Client"), and consists of this signature page, order forms, schedules, addenda, exhibits, attachments and any other documents attached hereto, which are incorporated in full by this reference. All provisions and obligations for service and pricing shall be as outlined in Bid Document.

Thus, Webgatherings' Summary Service Agreement (Item 21 Attachment) contains the complete agreement regarding the transactions between Client and Webgatherings and replaces any prior oral or written communications between said parties. By signing below, the parties agree to be legally bound by the terms of this Summary Service Agreement, Bid Document and Webgatherings' Standard Product Contract.

In consideration of the foregoing and of the mutual covenants and promises set forth herein, the parties signing below, intending to be legally bound, hereby agree to all of the terms and conditions of this Agreement.	
Webgatherings, LLC (Fed. Tax ID 6805799999)	Client <i>Harambee</i>
Signature <i>Irene Glickman</i>	Signature <i>John D. Skieff</i>
Print Name Irene Glickman	Print Name <i>John D. Skieff</i>
Title Principal	Title <i>CEO</i>
Date January 13, 2006	Date <i>1/23/06</i>



Web Hosting and Email Services Agreement

**Webgatherings Summary Of Services Agreement
(Item 21 Attachment)**

Item 21 Attachment						
Applicant: HARAMBEE CHARTER SCHOOL						
BEN: 228148			Application: 591140000568973			
Narrative description: E-mail accounts and E-mail Hosting, Web Hosting for communications website						
Service Description	Quantity	Description	Unit Cost	Ineligible Service	Eligible Services Extended Pre-discount Cost	
					Recurring	Non-Recurring
Domain name registration	1	Domain Name Registrabon is the registering of the name and the charge associated with the registration process	\$ 35.00	2010 #5	\$35.00	
E-Mail Account Fees	600	E-Mail account fees include training teachers and e-mail managers at the school in the setting up and accessing of e-mail.	\$ 6.00		\$3,600.00	#6
E-Mail Service	1	Setup includes branding e-mail with the school logo and accessing e-mail via the school's own domain name.	\$ 350.00		\$ 350.00	FRA #1406295
Web Hosting	1	Web Hosting includes two FTP accounts, 10 gigabytes for webspace and storage, unlimited bandwidth per month, Active Server Pages and ASP components, FrontPageServer 2002 Extensions. Media streaming and large graphic traffic available.	\$1975.00		\$175.00	\$1,625.00
			Total :		\$3,810.00	\$1,975.00

Attachment 21 as recommended on the USAC web site: <http://www.sl.universalservice.org/reference/Form471item21Attachments.asp>

RelComm Inc.

The Reliable Communications Company

January 19, 2006

Harambee Institute Charter School
636-640 North 66th. Street
Philadelphia PA 19151
Entity # 228148

470 Application # 591140000568973

To Whom It May Concern:

There were certain items within the specifications and non e-ratable items that we were not able to bid on because the questions needed to be answered in order to provide an accurate bid and because of the similarities within the bid specifications of the various charter schools. We can submit a quote for the other items with more in-depth information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Cuccovia', with a stylized flourish at the end.

Joe Cuccovia
RelComm

References

Atlantic City School District, Atlantic Ave., Atlantic City, NJ 08401
Lisa Mooney, Business Administrator

Pleasantville School District, 900 W. Leeds Rd., Pleasantville, NJ 08232
Currently selected as Innovative Technologies PVBX Solutions Provider

Atlantic City Library, 1 North Tennessee Ave., Atlantic City, NJ 08401
Bob Rynkiewicz, Assistant Director of Technology

609-345-2269

Team Builders, 1873 Route 70 East, Suite 302, Cherry Hill, NJ 08003

856-586-496

Timothy Academy, 2637 North 4th St., Philadelphia, PA 19133

William Elliott, Headmaster

RelComm is an authorized reseller sales and support of:

hp Microsoft and Linux servers and Procurve networking equipment

Dell Microsoft and Linux servers and networking equipment

Cisco and Avaya networking equipment

Innovative Technologies PVBX

Applied Computer Systems software and hardware

Sony desktops, laptop computers and peripherals

- Y7 hpl - no name
to reference. No
reference from
District. Called
District

← No documentation

No letters as per #2

Team Builders = Leadership Training

s/w Rosenberg knows nothing
said s/w Jeff Backal

CONTRACTED SERVICES

From:
RelComm Inc.
408 Bloomfield Drive, Suite 3
West Berlin, NJ 08091
P 856-809-1056
F 856-809-1058
Spin # 413006035

For:
470 Application # 591140000568973
Harambee Institute Charter School
636-640 North 66th. Street
Philadelphia PA 19151
Entity # 228148


- A. Contract includes the following addendums
- I. This contract is contingent upon School Board approval and the District receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.
 - II. RelComm certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and RelComm would assume any costs of the collection for any goods and services provided.
- B. RelComm accepts that this contract will serve as a legally binding agreement, which is preliminary to any formal contract with the school and therefore may be subject to changes in terms and conditions.

Contract includes project these Internal Connections Goods and Services items:

Item 6 –	Accepted _____
Item 9 –	Accepted _____
Item 11 –	Accepted _____

Authorized signature
(Harambee Charter School)

Date



Michael Shea, President
(RelComm)



Date

RelComm Inc.

The Reliable Communications Company

408 Bloomfield Drive Suite 3
West Berlin, NJ 08091
Phone: 856-809-1056
Fax: 856-809-1058

Spin # 413006035

For:
Harambee Institute Charter School
636-640 North 66th. Street
Philadelphia PA 19151

Date: 01/19/2006
470 Application #: 591140000568973
Entity # 228148

Internal Connections Item 6: LAN Maintenance Agreement

Quantity	Service/Product Description	Unit Cost	Total Cost
1	Lan Maintenance Agreement 225 Hour Block of LAN Maintenance	14,625.00	14,625.00
		<i>no unit cost 65/hr. for cent work?</i>	
		Total	\$14,625.00

FRN# 1406340